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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



AERO CONSULTANTS (UK) LTD.,

Plaintiff,

- v. -

M/V SL ACHIEVER and M/V SL FLORIDA,  
and their engines, boilers,  
equipment appurtenances, etc., in  
rem,

-and-

A.P. MOLLER - MAERSK A/S trading as  
MAERSK SEALAND, MAERSK INC., MAERSK  
LINE LTD., AND U.S. BANK N.A., in  
personam,

Defendants.

Civ. ( )

ECF CASE

COMPLAINT

Plaintiff, by its attorneys, Kennedy Lillis Schmidt & English, alleges upon information and belief, as follows:

FIRST: All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

SECOND: At and during all the times hereinafter mentioned plaintiff had and now has the legal status and principal office and place of business stated in Schedules A, hereto annexed and by this reference made a part hereof.

THIRD: At and during all the time hereinafter mentioned defendants had and now have the legal status and offices and places of business stated in Schedules A, and were and now are engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the vessels above named as common carriers of merchandise by water for hire.

FOURTH: At and during all the times hereinafter mentioned, the said vessels were and now are general ships employed in the common carriage of merchandise by water for hire, and now are or will be during the pendency of this action, within this District and within the jurisdiction of this Honorable Court.

FIFTH: On or about the date and at the Place of Receipt stated in the Schedules A there was shipped by the shippers therein named and delivered to defendants and thereafter loaded at the Port of Loading upon the said vessels, as common carriers, the shipments described in Schedule A then being in good order and condition, and defendants and the said vessel then and there accepted said shipments so shipped and delivered to them, and in

consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipments to the Port of Discharge / Place of Delivery stated in Schedule A, and there deliver the same in like good order and condition as when shipped, delivered to and received by them, to the consignees in Schedule A.

SIXTH: Thereafter, the said vessels arrived at the Port of Discharge / Place of Delivery, where they and defendants failed to make delivery of the shipments described in Schedule A, all in violation of defendants' and the said vessels' obligations and duties as common carriers of merchandise by water for hire.

SEVENTH: Plaintiff is the consignee or owner of the shipments described in Schedule A and bring this action on their own behalf and as agents or trustees on behalf of and for the interest of all parties who may be or become interested in the said shipments, as their respective interests may ultimately appear, and plaintiffs are entitled to maintain this action.

EIGHTH: By reason of the premises, plaintiff has sustained damages, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$401,740.81.

WHEREFORE, plaintiff prays:

1. That process in due form of law issue against defendants citing them to appear and answer all and singular the matters aforesaid;

2. That if defendants cannot be found within this District, then all their property within this District as shall be described in Schedule A, be attached in the sum of \$401,740.81, with interest thereon and costs, the sum sued for in this complaint;

3. That judgment be entered in favor of plaintiff against defendants for the amount of plaintiffs' damages, together with interest and costs and the disbursements of this action;

4. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims, issue against said vessel, her engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this Court pronounce judgment in favor of plaintiffs for their damages as aforesaid, with interest, costs and disbursements, and that the said vessel may be condemned and sold to pay therefor; and

5. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York  
July 1, 2008

KENNEDY LILLIS SCHMIDT & ENGLISH  
Attorneys for Plaintiff  
Aero Consultants (UK) Ltd.

By: 

Thomas M. Grasso (TG3737)  
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SCHEDULE APLAINTIFF'S LEGAL STATUS

Plaintiff, Aero Consultants (UK) Ltd., is a corporation or other business entity organized and existing under, and by virtue of, the laws of a foreign country with an office located at 13/14 Clifton Road, Huntingdon, Cambridgeshire PE29 7EJ, England, and was the consignee and/or owner of the cargo transported pursuant to the waybills, bills of lading and contracts of carriage described herein below.

DEFENDANT'S LEGAL STATUS

Defendant, M/V SEALAND ACHIEVER, the registered owner of which is defendant U.S. Bank, N.A., is an ocean cargo carrying vessel that carried the cargo described in pursuant to the contract of carriage described herein below.

DEFENDANT'S LEGAL STATUS

Defendant, M/V SEALAND FLORIDA, the registered owner of which is defendant Maersk Line Ltd., is an ocean cargo carrying vessel that carried the cargo described in and pursuant to the contract of carriage described herein below.

DEFENDANT'S LEGAL STATUS

Defendant, A.P. Moller - Maersk A/S, trading as Maersk Sealand, is a Danish publicly traded corporation or other business entity with an office located at Esplanaden 50, 1098 Copenhagen K, Denmark; and was the carrier and issuer of the bills of lading described herein below; and was and is the corporate parent and/or affiliate of Maersk Line, Ltd.

DEFENDANT'S LEGAL STATUS

Defendant, Maersk Line, Ltd., is a United States corporation or other business entity with an office located at One Commercial Place, 20<sup>th</sup> Floor, Norfolk, Virginia 23510; and was and is a member of the A.P. Moller - Maersk Group; and was and is owner of the vessel M/V SEALAND FLORIDA.

DEFENDANT'S LEGAL STATUS

Defendant, U.S. Bank N.A., is a United States corporation or other business entity with an office located at U.S. Bancorp Center, 800 Nicollet Mall, Minneapolis, MN 55402 and a was and is a division or affiliate of U.S. Bankcorp; and was and is owner of the vessel M/V SEALAND ACHIEVER.

PARTICULARS OF CLAIM

Vessel: M/V SEALAND ACHIEVER  
Voyage: 0408  
Place of Receipt: Bay Point, California, USA  
Port of Loading: Houston, Texas, USA  
Port of Discharge: Felixstowe, England  
Place of Delivery: Felixstowe, England  
Master Bill of Lading/Waybill No.: SJ1375766  
House Bill of Lading No.: 2163044  
Issue Date of  
Bill of Lading: April 24, 2004  
Shipper: Loctite Aerospace  
Consignee: Pioneer International, as agent for  
Aero Consultants (UK) Ltd.  
Notify Party: Pioneer International (Forwarder)  
Cargo: 428 Cartons Epoxy Resins  
Nature of Loss: Thermal Damage  
Amount of Loss: U.S. \$212,054.49  
Kennedy Lillis Schmidt & English Reference: 5313

PARTICULARS OF CLAIM

Vessel: M/V SEALAND FLORIDA  
Voyage: 0412  
Place of Receipt: Bay Point, California, USA  
Port of Loading: Houston, Texas, USA  
Port of Discharge: Felixstowe, England  
Place of Delivery: Felixstowe, England  
Master Bill of Lading/Waybill No.: SJ1415687  
House Bill of Lading No.: 2277099  
Issue Date of Bill of Lading: June 17, 2004  
Shipper: Loctite Aerospace  
Consignee: Pioneer International, as agent for Aero Consultants (UK) Ltd.  
Notify Party: Pioneer International (Forwarder)  
Cargo: 599 Cartons Epoxy Resins  
Nature of Loss: Thermal Damage  
Amount of Loss: U.S. \$157,930.25 + \$31,756.07  
Kennedy Lillis Schmidt & English Reference: 5313